

Amendment 109 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 109 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 22nd day of February, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG to perform the Preliminary Analysis necessary to develop a proposal to implement functionality on the Call Center Website to load e-purse of any amount onto customer cards in a card-not-present environment. This work is performed per RFI RFCS-575 *Call Center Website Remote Revalues V3*
- C. The Parties agree that the Work necessary for the Preliminary Analysis will be performed and compensated as follows.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will perform the Preliminary Analysis which will include:
 - (a) Undertake requirements gathering and documentation with the Agencies
 - (b) Schedule one or more meetings with the Agencies to elicit a full set of agreed upon requirements
 - (c) Present to the Agencies a number of business/cardholder scenarios to better refine the Agencies' requirement and business rules.
- 1.2 The Contractor will present a response to the Agencies that will include the following deliverables:
 - (a) A statement of requirements and a scope of work
 - (b) A written solution proposal, which includes a detailed estimate to implement the solution and an initial schedule impact
 - (c) A list of configurable items that will be modified or added for the proposed change
 - (d) If applicable, alternate solutions will be presented with cost and schedule impacts to facilitate the Agencies' decision making.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

| LUMP SUM COST |
|---------------|
|---------------|

Amendment No. 109

| | |
|--|---------|
| To perform a Preliminary Analysis to implement functionality on the Call Center Website to load e-purse of any amount onto customer cards in a card-not-present environment. | \$4,049 |
|--|---------|

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____
Its: _____

Date: _____

The Agencies

By: Carla Carlson
Their: ORCA Operations Manager
On behalf of the Agencies
Date: February 22, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

Elaine Aulgur

2/15/11

In the presence of:

2/15/11

Witness Signature

Witness name: Danny Hazard